

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

**RICKY MARHSALL**

**PLAINTIFF**

vs.

No. 5:19-cv-1432

**HOSSLEY LIGHTING ASSOCIATES, INC.**

**DEFENDANT**

**ORIGINAL COMPLAINT**

COMES NOW Plaintiff Ricky Marshall ("Plaintiff"), by and through his attorney Josh Sanford of the Sanford Law Firm, PLLC, and for his Original Complaint against Defendant Hossley Lighting Associates, Inc., he does hereby state and allege as follows:

**I. PRELIMINARY STATEMENT**

1. Plaintiff brings this action individually against Defendant for violation of the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301, *et seq.* (the "USERRA"), and seeks equitable relief, compensatory damages, lost benefits and promotion, liquidated damages, and costs, including a reasonable attorney's fee.

**II. JURISDICTION AND VENUE**

2. The United States District Court for the Western District of Texas has subject matter jurisdiction over this suit under the provisions of 28 U.S.C. § 1331 because this suit raises federal questions under the USERRA.

3. The acts complained of in this Complaint were committed and had their principal effect against Plaintiff within the Western District of Texas; therefore, venue is proper within this District pursuant to 28 U.S.C. § 1391.

4. Defendants conduct business in this District and a substantial part of the events alleged in this Complaint occurred in this District.

5. Upon information and belief, the witnesses to the USERRA violations alleged in this Complaint reside in this District.

6. Upon information and belief, the employment and payroll records and other documents are located in this District.

### **III. THE PARTIES**

7. Plaintiff repeats and re-alleges all the preceding paragraphs of this Complaint as if fully set forth in this section.

8. Plaintiff is an individual and resident of Bexar County.

9. Defendant is a Texas for-profit corporation, and it may receive service of process through its registered agent Paul Near at 1202 Dragon Street, Suite 100, Dallas, Texas 75207.

### **IV. FACTUAL ALLEGATIONS**

10. Plaintiff repeats and re-alleges all the preceding paragraphs of this Complaint as if fully set forth in this section.

11. Defendant maintains a website at <https://hlalighting.com> which describes its business.

12. According to Defendants' website, its

goal is to provide our clients throughout the design and construction process with an unprecedented consistency of service across two-thirds of the state of Texas. Our product offering, which ranges from budget driven fixtures to signature custom luminaires, provides the broadest offering of lighting fixtures and lighting technology available for building interiors, exteriors, and site landscaping. Combining these luminaire solutions with state of-the-art control systems allows Hossley to be your complete lighting and controls technology partner. Our commitment is to deliver the

best and most professional level of value-added service available by operating with courtesy, integrity, responsiveness, transparency, and dependability. This philosophy has been with Hossley throughout its years and remains the cornerstone of the Company's philosophy today.

<https://hlalighting.com/about-south-texas> (accessed Dec. 5, 2019).

13. Plaintiff began work for Defendant in 2016 and was terminated in November of 2019.

14. Plaintiff's job title was Lighting Control Specialist, and his main duties involved outside sales of lighting solutions to Defendant's customers.

15. In June of 2018, Plaintiff learned that he would be leaving for military duty in either November of 2018 or June of 2019.

16. In June of 2018, Plaintiff and Defendant conferred and agreed that the November of 2018 date would be more convenient for all parties.

17. In late November of 2018, Plaintiff reported for military duty.

18. Plaintiff was absent from work due to military service until early March of 2019.

19. In November of 2019, Defendant terminated Plaintiff's employment, citing poor sales numbers for the year.

20. Defendant did not account for Plaintiff's time away in calculating his sales numbers. In other words, Defendant unfairly compared Plaintiff's sales to those of employees who had been working during the time Plaintiff was absent due to military service.

21. Plaintiff was told by multiple former supervisors that Defendant fired him because of his military service.

22. Defendants knew, or showed reckless disregard for whether, the way they treated Plaintiff's employment status violated the USERRA.

**V. CLAIM FOR RELIEF—Violation of the USERRA**

23. Plaintiff repeats and re-alleges all the preceding paragraphs of this Complaint as if fully set forth in this section.

24. Plaintiff would not have been terminated by Defendants but for his military service.

25. Defendant's termination of Plaintiff was a refusal to accommodate Plaintiff after he provided proper notice of his need for a furlough or leave time during his military obligations.

26. Defendants' conduct and practices, as described above, were willful, intentional, unreasonable, arbitrary and in bad faith.

27. By reason of the unlawful acts alleged herein, Defendants are liable to Plaintiff for monetary damages, liquidated damages, and costs, including a reasonable attorney's fee, as provided by the USERRA.

**VI. PRAYER FOR RELIEF**

WHEREFORE, premises considered, Plaintiff Ricky Marshall, individually and on behalf of all others similarly situated, respectfully prays as follows:

- A. That Defendant be summoned to appear and answer herein;
- B. A declaratory judgment that Defendant's practices alleged herein violated the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301, *et seq.*, and attendant regulations;
- C. Judgment for back wages, lost benefits and other benefits under the

USESSA;

D. Judgment for liquidated damages pursuant to the USERRA and attendant regulations;

E. That this matter be set for a jury trial; and

F. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

**PLAINTIFF RICKY MARSHALL**

SANFORD LAW FIRM, PLLC  
One Financial Center  
650 South Shackleford Road, Suite 411  
Little Rock, Arkansas 72211  
Telephone: (501) 221-0088  
Facsimile: (888) 787-2040

/s/ Josh Sanford  
Josh Sanford  
Tex. Bar No. 24077858  
[josh@sanfordlawfirm.com](mailto:josh@sanfordlawfirm.com)